CT2.301# - CUTTING UNIT BOUNDARIES (05/2003)

The boundaries of cutting units are designated as shown in the following table. The trees used for boundary designation are not to be cut.

See Cutting Unit Boundary Designation Table

CT2.301# - CUTTING UNIT BOUNDARIES. (9/01)

Cutting Unit Boundary Designation Table

Cutting Unit	Paint Color	Designation		
1	Orange	Orange streaks of paint on three sides of the cutting unit boundary tree extending below stump height to a height of four feet or more. The middle streak of paint faces the area to be cut.		

Sale Name: Lost Arrow Salvage

CT2.355# ~ INDIVIDUAL TREES (CUT TREE MARKING) (05/2003)

Notwithstanding BT2.35, individual trees are designated for cutting only if marked above and below stump height as show in the table below:

See Cut Tree Marking Table

CT2.355# - INDIVIDUAL TREES (CUT TREE MARKING). (9/01)

Cut Tree Marking Table

Cutting Unit	Paint Color
1	Blue

CT4.211 - DOWNPAYMENT (02/2008)

The downpayment amount shown on Page 1 may not be applied toward any other payment required under the provisions of this contract, except damages determined pursuant to BT9.4, transferred to other timber sales, or refunded until (a) stumpage value representing 25 percent of the total bid value of the timber sale is shown on Timber Sale Account to have been cut, removed, and paid for, or (b) the estimated value remaining to be cut and removed, as shown on Timber Sale Account, is equal to or less than the amount of the downpayment, or (c) if 36 CFR 223.49(e) is applicable, the estimated value remaining to be cut and removed, as shown on Timber Sale Account, is equal to or less than the amount of the downpayment. For lump sum timber sales, the downpayment may be applied to payment for release of the single payment unit.

If Forest Service makes a determination that this contract should not have been included under increased downpayment requirements (36 CFR 223.49(e)), the downpayment shall be revised and applied in accordance with 36 CFR 223.49(f).

CT4.212 - TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)

Notwithstanding BT4.211 or CT4.211, upon the Purchaser's written request Forest Service may temporarily reduce the downpayment when Purchaser's scheduled operations are delayed or interrupted for 30 or more consecutive days, or the contract term is extended for 30 or more consecutive days for any of the following reasons:

- (1) Forest Service requests or orders Purchaser to delay or interrupt scheduled operations for reasons other than breach:
- (2) Purchaser interrupts or delays scheduled operations to work on a sale designated by the Forest Service as in urgent need of harvesting; or
- (3) An adjustment of the contract term authorized upon a determination of substantial overriding public interest, or an urgent removal contract term extension under 36 CFR 223.53.

When Purchaser is not cutting or removing timber under contract during a qualifying period of delay, interruption, or extension listed above the downpayment may be reduced to \$1000 or 2 percent of the downpayment amount stated in the contract, whichever is greater. The Purchaser must restore the downpayment to the full amount stated in the contract within 15 days from receipt of the bill for collection and written notice from the Contracting Officer that the basis for temporarily reducing the downpayment no longer exists. Purchaser shall not cut or remove timber on a contract where the downpayment has been temporarily reduced until the downpayment amount stated in the contract is fully restored.

CT4.4 - PAYMENTS NOT RECEIVED (08/2012)

- (a) Payments are due and payable on the date of issue indicated on the bill for collection. When a payment for timber cut and other charges is not received at the location designated by Forest Service by the date specified in the bill for collection, Contracting Officer will suspend all or any part of Purchaser's Operations until payment or acceptable payment guarantee is received. Other charges include, but are not limited to:
- (i) Slash disposal and road maintenance deposits;
- (ii) Cooperative work at rates established by specific agreement under BT4.218;
- (iii) Damages pursuant to BT9.4;
- (iv) Road use fees;
- (v) Restoration of downpayment pursuant to BT4.22;
- (vi) Periodic payments pursuant to BT4.213;
- (vii) Extension Deposits pursuant to BT4.217; and
- (viii) Other mandatory deposits.
- (b) Failure to pay amounts due by the date specified in the bill for collection shall be considered a breach under BT9.3. The 30-day notice period prescribed therein shall begin to run as of the end of business on the date specified for receipt of payments. If the performance or payment is guaranteed by surety bond, the surety will receive a copy of the written notification of breach. Demand will be made on the surety or other institution providing the guarantee or bond instrument for immediate payment 10 days after issuance of written notification of the breach.
- (c) Pursuant to the Debt Collection Improvement Act of 1996, as amended, if payment is not received by Forest Service within 15 days after the date of issue indicated on the bill for collection:
- (i) Simple interest shall be assessed at the Current Value of Funds Rate as established by the Secretary of the Treasury. Interest will begin to accrue as of the date of issue indicated on the initial bill for collection.
- (ii) Debtors will be assessed administrative charges, in addition to the delinquent amount due. Administrative charges are those additional costs incurred by the Government in processing, handling, and collecting delinquent debts.
- (iii) A penalty charge of six (6) percent per annum will be assessed on any portion of a debt delinquent more than 90 days. This penalty charge is in addition to interest and administrative charges under paragraphs (c)(i) and (c)(ii). The penalty charge shall accrue from the date of issue indicated on the bill for collection and shall be assessed on all outstanding amounts, including interest and administrative costs assessed under paragraphs (c)(i) and (c)(ii).
- (iv) Payments will be credited on the date received by the Federal Depository or Collection Officer designated on the bill for collection.
- (d) Forest Service remedies for Purchaser's failure to make payment for timber cut and other charges when due, except for accrual of interest, suspension of all or any part of Purchaser's Operations, and administrative offset, shall be stayed for so long as:
- (i) A bona fide dispute exists as to Purchaser's obligation to make such payment and
- (ii) Purchaser files and prosecutes a timely Claim.

Sale Name: Lost Arrow Salvage

CT5.12# - USE OF ROADS BY PURCHASER (01/2003)

Purchaser's use of existing roads identified on Sale Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed otherwise:

Code	Use Limitations
x	Hauling prohibited
R	Hauling restricted
P	Use prohibited
A	Public use restriction
W	Regulation waiver

Roads coded A will be signed by the Forest Service to inform the public of use restrictions. Purchaser's use of roads coded R, A, or W shall be in accordance with the following restrictions:

See Restricted Road List Table.

CT5.12# - USE OF ROADS BY PURCHASER. (6/99)

Restricted Road List

Road		Termini ad Name From To		Map	Description of
Number	Road Name			Legend	Restrictions
NFSR 179	Twin Lakes Gate Access	Jct. CR 25	MP 0.6	R	Hauling is prohibited from 12 noon Fridays to 6 A.M. Mondays and all National holidays from May 1 st through September 11th.

CT5.31# - ROAD MAINTENANCE REQUIREMENTS (01/2003)

Purchaser shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

See Contract Road Maintenance Requirements Summary Table.

CT5.31# - ROAD MAINTENANCE REQUIREMENTS. (7/01)

Contract Road Maintenance Requirements Summary

	Ter	mini			Applicable Post Haul Road Maintenance Specifications						
Road	From	То	Miles	T-803	T-804	T-805					
NFSR 179	0.0	MP 0.6	0.6	D	D	D					
				1					 	 	
		<u> </u>		<u> </u>							

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

Road Maintenance T-Specifications

for

Timber Sale Contracts

To be used with Timber Sale Contract Form 2400-3T, CT5.31#

No.	Specification Title	
T-800	Definitions	
T-803	Surface Blading	
T-804	Surface Repair	
T-805	Drainage Structures	

SPECIFICATION T-800 DEFINITIONS

Wherever the following terms or pronouns are used in Specifications T-801 through T-811, the intent and meaning shall be interpreted as follows:

<u>800-1.1</u> - <u>Agreement</u>. Maintenance projects require a mutually acceptable method to resolve the problems which arise when incompatible situations arise between drawings and specifications and actual conditions on the ground to allow orderly and satisfactory progress of the maintenance.

These specifications have been developed in anticipation of those problem areas and have provided that such changes will be by Agreement.

It is intended that drawings and specifications will govern unless "on-the-ground" conditions warrant otherwise, when specifications call for "Agreement", "agreed", or "approval" such Agreement or approval shall be promptly confirmed in writing.

- 800-1.2 Annual Road Maintenance Plan. A plan prepared by various users of one or several roads. The plan is an Agreement on maintenance responsibilities to be performed for the coming year.
- <u>800-1.3</u> <u>Base Course</u>. Material used to reinforce Subgrade or, as shown on drawings, placed on Subgrade to distribute wheel loads.
- <u>800-1.4</u> <u>Berm.</u> Curb or dike constructed to prevent Roadway runoff water from discharging onto embankment slope.
- 800-1.5 Borrow. Select Material taken from designated borrow sites.
- <u>800-1.6</u> <u>Crown, Inslope, and Outslope</u>. The cross slope of the Traveled Way to aid in drainage and traffic maneuverability.
- 800-1.7 Culverts. A conduit or passageway under a road, trail, or other obstruction. A culvert differs from a bridge in that it is usually entirely below the elevation of the Traveled Way.
- 800-1.8 <u>Drainage Dip.</u> A dip in the Traveled Way which intercepts surface runoff and diverts the water off the Traveled Way. A Drainage Dip does not block the movement of traffic.
- 800-1.9 <u>Drainage Structures</u>. Manufactured structures which control the runoff of water from the Roadway including Inslope, overside drains, aprons, flumes, downdrains, downpipes, and the like.
- 800-1.10 <u>Dust Abatement Plan</u>. A table which lists the road, dust palliative, application rates, and estimated number of subsequent applications.
- <u>800-1.11</u> <u>Lead-off Ditches</u>. A ditch used to transmit water from a Drainage Structure or Drainage Dip outlet to the natural drainage area.
- 800-1.12 Material. Any substances specified for use in the performance of the work.
- 800-1.13 Prehaul Maintenance. Road maintenance work which must be accomplished to maintain the roads to a satisfactory condition commensurate with the Purchaser's use, provided Purchaser's Operations do not damage improvements under BT6.22 or National Forest resources and hauling can be done safely. This work will be shown in the Annual Road Maintenance Plan as provided in CT5.31#.

Prehaul Maintenance work the Purchaser elects to perform will be in compliance with the Road Maintenance T-Specifications.

- <u>800-1.14</u> <u>Roadbed</u>. The portion of a road between the intersection of Subgrade and sideslopes, excluding that portion of the ditch below Subgrade.
- <u>800-1.15</u> <u>Road Maintenance Plan</u>. A table which shows applicable road maintenance specifications to be performed by Purchaser on specific roads.
- 800-1.16 Roadside. A general term denoting the area adjoining the outer edge of the Roadway.
- 800-1.17 Roadway. The portion of a road within the limits of excavation and embankment.
- <u>800-1.18</u> <u>Shoulder</u>. That portion of Roadway contiguous with Traveled Way for accommodation of stopped vehicles, for emergency use, and lateral support of base and Surface Course, if any.
- 800-1.19 Slide. A concentrated deposit of Materials from above or on backslope extending onto the Traveled Way or Shoulders, whether caused by mass land movements or accumulated ravelling.
- 800-1.20 Slough. Material eroded from the backslope which partially or completely blocks the ditch, but does not encroach on the Traveled Way so as to block passage of traffic.
- 800-1.21 Slump. A localized portion of the Roadbed which has slipped or otherwise become lower than that of the adjacent Roadbed and constitutes a hazard to traffic.
- <u>800-1.22</u> <u>Special Project Specifications</u>. Specifications which detail conditions and requirements peculiar to the individual project.
- <u>800-1.23</u> <u>Subgrade</u>. Top surface of Roadbed upon which Base Course or Surface Course is constructed. For roads without Base Course or Surface Course, that portion of Roadbed prepared as the finished wearing surface.
- 800-1.24 <u>Surface Course</u>. The Material placed on Base Course or Subgrade primarily to resist abrasion and the effects of climate. Surface Course may be referred to as surfacing.
- 800-1.25 Surface Treatment Plan. A table which lists the roads and surface treatments to be applied.
- 800-1.26 Traveled Way. That portion of Roadway, excluding Shoulders, used for the movement of vehicles.
- <u>800-1.27</u> <u>Turnouts</u>. That portion of the Traveled Way constructed as additional width on single lane roads to allow for safe passing of vehicles.
- 800-1.28 Water Source. A place designated on the Road Maintenance Map for acquiring water for road maintenance purposes.
- 800-1.29 Waterbar. A dip in the Roadbed which intercepts surface runoff and diverts the water off the Roadway. A Waterbar is not designed to be traversable by logging trucks.

SPECIFICATION T-803 SURFACE BLADING

DESCRIPTION

1.1 Surface blading is keeping a native or aggregate Roadbed in a condition to facilitate traffic and provide proper drainage. It includes maintaining the Crown, Inslope or Outslope of the Traveled Way, Turnouts, and Shoulder; repairing Berms; blending approach road intersections; and cleaning bridge decks. Drainage Dips, and Lead-off Ditches.

REQUIREMENTS

- <u>3.1</u> Surface blading shall be performed before, during, and after Purchaser's use as often as necessary to facilitate traffic and proper drainage.
- 3.2 The surface blading shall preserve the existing cross-section. Surface irregularities shall be eliminated and the surface left in a free-draining state and to a smoothness needed to facilitate traffic. Surface Material which has been displaced to the Shoulders or Turnouts shall be returned to the Traveled Way. The blading operation shall be conducted to prevent the loss of surface Material and to provide for a thorough mixing of the Material being worked.
- 3.3 Water, taken from Water Sources designated on Sale Area Map, shall be applied during blading if sufficient moisture is not present to cut, mix, or compact the surface Material.
- <u>3.4</u> On native surfaced roads, Material generated from backslope Sloughing, and ditch cleaning may be blended with the surface Material being worked. On aggregate surfaced roads this Material shall not be blended with Surface or Base Course Material unless agreed otherwise.
- 3.5 Roadway backslopes or Berms shall not be undercut, nor shall new Berms be established unless agreed otherwise.

Berms shall be repaired by placing Material, as needed to restore the Berm, to reasonably blend with existing line, grade, and cross-section.

- <u>3.6</u> Drainage Dips and Lead-off Ditches shall be cleaned and maintained to reasonably blend with existing line, grade, and cross-section.
- 3.7 Intersecting roads shall be bladed for a distance of 50 feet to assure proper blending of the two riding surfaces.
- 3.8 Rocks or other Material remaining on the Traveled Way after the final pass that are larger than 4 inches in diameter or are larger than the maximum size of imported surfacing shall be removed from the Traveled Way. Unless otherwise designated by the Forest Service, the oversized Material shall be disposed of by sidecasting. Sidecasting into streams, lakes, or water courses will not be permitted.
- 3.9 Material resulting from work under this specification shall not remain on or in structures, such as Culverts, overside drains, cattleguards, ditches, Drainage Dips, and the like.
- 3.10 Material resulting from work under this specification, plus any accumulated debris, shall be removed from bridge decks and the deck drains opened.

SPECIFICATION T-804 SURFACING REPAIR

DESCRIPTION

1.1 Surfacing repair is repairing potholes or small soft areas in the Traveled Way. It includes area preparation and furnishing and placing all necessary Materials, and other work necessary to repair the surface.

MATERIALS

- 2.1 Material used in the repair of soft areas on aggregate or native surfaced roads may be acquired from approved commercial sources, designated Forest Service Borrow areas, or Borrow sources agreed to. The quality and quantity of the imported Material used in the repair will be limited to that needed to provide a stable Traveled Way for hauling and to minimize damage to the road and adjacent resources. The quantity of imported surface repair Material used in the appraisal estimate will be shown on Road Maintenance Plan. However, the magnitude of the work may vary depending on Purchaser's hauling schedule and ground conditions.
- 2.2 Material used in the repair of bituminous pavements may be acquired from local commercial sources. If a mixing table is required, the location shall be approved by the Forest Service. The bituminous mixture to be used by the Purchaser shall be approved by the Forest Service. The Purchaser's share of the quantity of bituminous mixture used in the appraisal estimate will be shown on Road Maintenance Plan. However, Purchaser's share of the work may vary depending on Purchaser's hauling schedule, ground conditions, other traffic, etc.

REQUIREMENTS

- 3.1 Work under this specification shall be performed in a timely manner to reduce further deterioration of the Traveled Way.
- 3.2 Soft spots on aggregate or native surfaces shall be repaired by placing the imported Surface Course on top of the soft spot. Layers of imported Material shall be placed until a firm surface is produced.
- 3.3 <u>Bituminous Pavement Repairs</u>. The areas to receive bituminous pavement repairs will be marked on the road surface by the Forest Service just prior to Purchaser performing the work.
- <u>3.4 Potholes (deep patch)</u>. Surface Course and Base Course Materials shall be excavated to a depth necessary to reach firm, suitable Material. The minimum depth of excavation shall be 2 inches and the maximum depth of excavation shall be to the top of the Subgrade.

The edges of the prepared hole shall be extended to form a vertical face in unfractured asphalt surfacing. The prepared hole shall generally be circular or rectangular in shape, dry, and cleaned of all loose Material.

Prepared potholes shall be patched or barricaded immediately.

The faces of the prepared hole shall be tacked with a slow-setting emulsified asphalt.

The bituminous mixture shall be placed in layers not exceeding a compacted depth of 2 inches. Each layer shall be compacted thoroughly with hand or mechanical tampers or rollers. Compaction shall not be done with equipment wheels.

Upon completion, the compacted patch in the pothole shall be flush, with a tolerance or approximately $\frac{1}{2}$ inch to $\frac{1}{2}$ inch above the level of the adjacent pavement.

<u>3.5 Skin Patches</u>. Bituminous mixture shall be distributed uniformly with feathered edges in layers not to exceed 2 inches compacted depth. When multiple layers are ordered, joints shall be offset at least 6 inches between layers.

Each layer shall be compacted by two passes with a 7-10 ton steel roller or comparable vibratory roller.

- 3.6 Asphalt Berm. Damaged segments of Berm shall be removed and the exposed ends beveled at approximately 45 degrees from vertical. The Berm foundation shall be cleaned and patched as necessary. The foundation and joining surfaces shall be coated with a slow-setting emulsified asphalt. Asphalt mix shall be placed and compacted to conform with the shape and alignment of the undamaged segment.
- <u>3.7</u> <u>Disposal</u>. All Materials removed from potholes, patches, and Berms shall be disposed of at disposal sites designated by the Forest Service.

SPECIFICATION T-805 DRAINAGE STRUCTURES

DESCRIPTION

1.1 This work consists of maintaining Drainage Structures and related items such as inlet and outlet channels, existing riprap, trash racks, and dropinlets.

MATERIALS

2.1 All Materials used in the maintenance of Drainage Structures shall conform by type and specification to the Material in the structure being maintained.

REQUIREMENTS

- 3.1 Drainage Structures and related items shall be cleared of all foreign Material which has been deposited above the bottom of the structure and all vegetative growth which interferes with the flow pattern. Material removed that cannot be incorporated into maintenance work shall be hauled to a disposal site designated by the Forest Service.
- 3.2 If outlet or inlet riprap was installed by Purchaser as a construction item or existed prior to Purchaser's haul, it shall be maintained in good condition including the replacement of riprap if necessary to previous line, grade, and cross-section.
- 3.3 Perform maintenance to insure the proper functioning of the head walls, aprons, inlet assemblies, overside drains, riprap, trash racks, and other facilities related to the Drainage Structure.

CT5.32# - ROAD MAINTENANCE DEPOSIT SCHEDULE. (10/12) Other provisions herein notwithstanding, when Forest Service requests payment in lieu of Purchaser's performance of road maintenance, Purchaser shall make Required Deposits (16 USC 537) for current and/or deferred road maintenance. Such deposits are based on the estimated volume and distance hauled and Purchaser's commensurate use of each road listed in the Road Maintenance Plan in C5.31#.

Purchaser and Forest Service may agree in writing on adjustment of such rates. If Purchaser uses roads under jurisdiction of Forest Service other than those listed in the Road Maintenance Plan, Forest Service shall establish rates commensurate with Purchaser's use of such roads.

The Required	d Deposits	for Forest	Service	work in	lieu of	Purchaser	performance	are \$ 0.0)9	per
CCF	for recurre	nt mainten	ance, an	d \$ <u>N/A</u>	pe	er <u>N/A</u>	for deferre	ed m <mark>ain</mark> ter	nance.	

The following table lists who Purchaser will make deposits for road maintenance to, and the rate per unit of measure of the deposit. The Road Maintenance Agreement is available for inspection at the Forest Supervisor's office.

Deposit Made To	Rate	Unit of Measure
N/A		
	·	

CT5.36# - SNOW REMOVAL (04/2003)

Snow removal shall be done in a manner to preserve and protect the roads to insure safe and efficient transportation and to prevent unacceptable erosion damage to roads, streams, and adjacent lands.

- A. Description. Snow removal work by Purchaser shall include:
- 1. Removal of snow from entire road surface width including turnouts.
- 2. Removal of snow slides, minor earth slides, fallen timber and boulders that obstruct normal road surface width including turnouts.
- 3. Maintain drainage so that the drainage system will function efficiently.
- B. Performance. All items of snow removal shall be done currently as necessary to insure safe, efficient transportation. Work shall be done in accordance with the following minimum standards of performance.
- 1. Removal of material. All debris, except snow and ice, that is removed from the road surface and ditches shall be deposited away from stream channels at agreed locations.
- 2. During snow removal operations, banks shall not be undercut nor shall gravel or other selected surfacing material be bladed off the roadway surface.
- 3. Ditches and culverts shall be kept functional during and following roadway use.
- 4. Snow berms shall not be left on the road surface. Berms left on the shoulder of road shall be removed and/or drainage holes shall be opened and maintained. Drainage holes shall be spaced as required to obtain satisfactory surface drainage without discharge on erodible fills.
- 5. Dozers and skidders shall not be used to plow snow on system roads without written approval of Forest Service. Upon approval, dozers and skidders must be equipped with shoes or runners to keep the plow blade a minimum of 2 inches above the road surface unless specifically removed from the requirements in writing.
- 6. Snow must not be removed to the road surface. A minimum 2 inch depth must be left to protect the roadway.
- 7. Purchaser's damage from, or as a result of, snow removal shall be restored in a timely manner.

CT6.312# - SALE OPERATION RESTRICTIONS (04/2004)

Unless otherwise agreed to in writing, sale operations will be restricted as listed below:

See Sale Operation Restriction Schedule.

CT6.312# - SALE OPERATION RESTRICTIONS. (11/98)

Sale Operation Restriction Schedule

Payment Unit/Cutting Unit	Operation	Time Period	Purpose
		No Operations	Protection of big game
1	ALL	December 1 st – April 1 st	winter and transitional
			ranges.

CT6.601# - EROSION CONTROL SEEDING (04/2003)

Following completion of skidding and yarding operations in an area, Purchaser shall seed and fertilize all exposed areas of raw soil which has been designated by the Forest Service on skid trails, landings, firebreaks, slides, slumps and Temporary Roads.

Soil on areas to be seeded shall be left in a roughened condition favorable to the retention and dermination of the seed.

Seed and fertilizer shall be spread evenly at the rate of 20.1 pounds of seed and NA pounds of fertilizer per acre.

When fertilizer and seed are applied in separate operations, the second operation shall be carried out within 72 hours of the first.

Seeding shall be done during the period May 15 to September 30 and under the above specified conditions unless otherwise approved.

The kinds and amounts of seed to be sown in terms of pure live seed (PLS) shall be:

See Seed Application Table

Certified, blue-tagged seed shall be used where a name variety or cultivar is specified. Blue tags which are removed to mix the seed shall be provided to the Forest Service.

All seed purchased will be certified to be free of the noxious weed seeds from weeds listed on the current "All States Noxious Weeds List." Test results from a certified seed analyst and seed analysis labels attached to the bags will be provided to the Forest Service.

The following kinds and amounts of standard commercial fertilizer shall be used with guaranteed analysis of contents clearly marked on containers:

See Fertilizer Application Table

CT6.601# - EROSION CONTROL SEEDING. (11/98)

Seed Application Table

Species of Seed	PLS Pounds Per Acre
Elymus trachycaulus- Slender wheatgrass	14.0
Bromus marginatus- Mountain brome	5.0
Festuca saximontana- Rocky Mtn fescue	1.0
Thermopsis montana- Golden banner	0.1

Fertilizer Application Table

Type of Fertilizer	Pounds Per Acre
N/A	N/A

CT6.7# - SLASH TREATMENT (04/2003)

Slash is defined as logs, tops, limbs, and other woody material, exclusive of stumps, which is created by the logging operation and remaining on the ground after logging. In areas where Purchaser-created slash is intermingled and inseparable from pre-existing slash, slash disposal requirements shall apply to the pre-existing slash as well as the Purchaser-created slash. Such areas are designated in the Purchaser Slash Responsibility Table herein.

Unless otherwise agreed in writing, Purchaser shall perform the following work described below and/or as shown on the Sale Area Map and/or Slash Disposal Map.

Forest Service and Purchaser shall jointly develop a schedule for completion of slash treatment on the various portions of the sale area.

See Purchaser's Slash Responsibility Table

CT6.7# - SLASH TREATMENT. (4/03)

1

secondarily.

Purchaser's Slash Responsibility Table

	Taronador o ordon interpretarion in the control of
Cutting Unit(s)	Type of Slash Disposal
1	Lopping & Scatter: Prior to skidding operations, Purchaser shall cut all exposed limbs and tops from Included timber, to utilization standard in AT2. All slash from the Purchaser's operations shall be lopped and scattered and made to lie within 24 inches of the ground.
1	Landing Cleanup: A landing is considered a place where any logs or products are gathered for loading. Logs not meeting utilization standards accumulated at landings shall be scattered back over adjacent segments of skid trails (to retard erosion and preclude vehicular travel), primarily, and across the landing, secondarily. All slash accumulated at the landing shall be lopped and scattered across the landing and made to lie within 24 inches of the ground, primarily, and

Fell Damaged Residual: Purchaser shall fell all trees over 2 inches in diameter at breast height not meeting minimum diameter specifications for Included Timber that are damaged beyond recovery by the purchaser's operations. Damaged beyond recovery is defined as (1) leans more than 10 degrees, (2) has less than half of its original limbs, or (3) has its bark removed from at least half the circumfrence of the bole. Such trees shall be treated as slash to lie within 24 inches of the ground

returned to the cutting unit and made to lie within 24 inches of the ground,

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Sale Name: Lost Arrow Salvage

CT6.8# - MEASURING (09/2003)

The estimated quantity of timber on Page 1 has been determined by standard procedures described in FSH 2409.12, Timber Cruising Handbook.

The following table describes the type of cruising method used to determine quantities:

See Cruising Method Table

Estimated quantities of timber subsequently included under BT2.13, BT2.14, BT2.31, BT2.32, BT2.33, BT2.34, BT2.35 or BT2.37 not previously measured will be determined using standard cruise methods as described in FSH 2409.12, Timber Cruising Handbook, or, if attached, using the Additional Volume Calculation Table based on information generated from the timber sale cruise.

CT6.8# - MEASURING. (9/03)

Payment/Cutting Unit Number	Species	Cruising Method	
1	LP	Sample Tree 1 in 25	
	LPR	Sample Tree 1 in 25	
	LPD	Sample Tree 1 in 25	
	LPP	Sample Tree 1 in 12	

CT6.8# - MEASURING. (9/03)

Additional Volume Calculation Table Lost Arrow Salvage Timber Sale

Unit #:	Date:	Measured by:		
			table generated for the Lost Arrow Salva	ge
i imber Sale	using cruise data sp	decitic to this sale.		
TL:- 4	alala ia makualid fa	u any other cale		

Species	Diameter Class	Diameter Range	Net CF Volume Per Tree	Total # Trees in Diameter Class (DC)	Expanded DC Volume (# Trees x Volume)	Tree Tally/Comments
LP	5	5.0"-5.5"	1.22			
LP	6	5.6"-6.9"	1.75			
LP	7	7.0"-7.5"	2.59			
LP	8	7.6"-8.5"	3.73			
LP	9	8.6"-9.5"	5.17			
LP	10	9.6"-10.5"	6.90			
LP	11	10.6"-11.5"	8.94			
LP	12	11.6"-12.5"	11.28			
LP	13	13.6"-14.5"	13.92			
LP	14	14.6"-15.5"	16.86			
Total	Marie At Mi					

Cruise Processing version 10.12.2012 using the quadratic regression model was used to develop table. Table developed by Patrick Craig.

Sale Name: Lost Arrow Salvage

CT6.81# - ACCOUNTABILITY (04/2003)

The following requirements are applicable to Product Removal Permits: .

- 1. Forest Service will issue to Purchaser or designated representative(s) serially numbered Product Removal Permit books for use only on this sale. Product Removal Permit books, whether used or unused, shall be accountable property of Forest Service and shall be returned to issuing Forest Service Office in accordance with instructions contained in each book. Each book which is not returned to the Forest Service will be considered a lost book and liquidated damages of \$100 will be assessed.
- 2. Purchaser shall require all permits be completed in accordance with the instructions contained on the inside cover of each book.
- 3. Each load will have the last three digits of the load receipt number painted on both ends of three logs with black paint. All loads that consist of a truck and pup(s) must have the last three digits of the load receipt painted on both ends of three logs on all subunits of the combination.

Purchaser shall require vehicles hauling Included Products to stop at agreed upon locations for purposes of monitoring accountability. The parties shall agree upon the haul route prior to operations.

CT7.2 - FIRE PRECAUTIONS (04/2003)

1. Smoking and Lunch Fires. Smoking is prohibited except inside a building, developed recreation site, vehicle, or while seated in an area of at least three feet in diameter that is barren or cleared of all flammable materials. 36 CFR 261.52(d).

The building of camp, lunch, warming and other fires within the sale area and vicinity is prohibited, except at established camps or at other safe places where all flammable material has been cleared away sufficiently to prevent the start and spread of wildfires. Forest Service may, upon written request of purchaser, designate specific places where campfires may be built for purposes of heating lunches.

2. Spark Arrester and Mufflers. Notwithstanding BT7.2, operating or using any internal combustion engine, on any timber, brush, or grass covered land, including trails and roads traversing such land, without a spark arrester, maintained in effective working order, meeting either (I) Department of Agriculture, Forest Service standard 5100, "SPARK ARRESTERS FOR INTERNAL COMBUSTION ENGINES," (current edition); or (II) the Society of Automotive Engineers (SAE) recommended Practices J335, "MULTIPOSITION SMALL ENGINE EXHAUST SYSTEM FIRE IGNITION SUPPRESSION," (current revision) and J350, 36 CFR 261.52(j), is prohibited.

Passenger carrying vehicles, pickups, medium and large highway trucks (80,000 GVW) will be equipped with a factory designed muffler system which is specified for the make and model of the respective vehicle/truck or with a muffler system that is equivalent or that exceeds factory specifications.

Exhaust systems shall be properly installed and continually maintained in serviceable condition.

- 3. Fire Extinguishers and Tools on Equipment. While in use, each internal combustion engine including tractors, trucks, yarders, loaders, welders, generators, stationary engines, or comparable powered equipment shall be provided with at least the following:
- (a) One fire extinguisher, at least 5#ABC with an Underwriters Laboratory (UL) rating of 3A 40BC, or greater.
- (b) One shovel, sharp, size O or larger, round-pointed with an overall length of at least 48 inches.
- (c) One axe, sharp, double bit 3-1/2#, or one sharp pulaski. Extinguishers, shovels, axes, and pulaskis shall be mounted so as to be readily available from the ground. All tools shall be maintained in a serviceable condition.
- 4. Power Saws. Each gasoline engine power saw shall be provided with one chemical-pressurized fire extinguisher of not less than 8-ounce capacity by weight, and one size 0 or larger, round-pointed shovel with an overall length of at least 48 inches. The extinguisher, and shovel shall be maintained in good working order. The extinguisher shall be with the power saw operator and immediately available for use at all times. The extinguisher shall not be affixed to the saw. The shovel shall be readily available to the operator of the saw at all times. Having the shovel with the gas can used to refuel the saw may be considered "readily available" if not more than 200 feet from the saw. During periods of critical fire danger, Forest Service may prescribe other precautionary measures.

Any fueling or refueling of a power saw shall be done in an area which has first been cleared of material which will carry fire. The power saw shall be moved at least 10 feet from the place of fueling or refueling before starting.

5. Blasting and Welding. The use of fuses in blasting shall not be permitted except near power lines where the danger of accidental detonation is present, and then only by special written permission of Forest Service. Whenever the relative humidity falls below 50 percent, Purchaser shall place a watchman at each point where blasting is done who shall remain on duty for at least one hour after blasting is finished, and

who shall be equipped with a shovel and a water-filled backpack can equipped with hand pump. During periods when the relative humidity falls below 20 percent, blasting shall be discontinued unless authorized, with special provisions, in writing by Forest Service. Blasting shall not be permitted in any area not cleared to mineral soil without advance written approval of Forest Service and with such special precautions as may be required.

Prima Cord shall not be used in clearing operations, and in other areas where timber has been felled and slash not burned.

Unless otherwise directed in writing by Forest Service, all flammable material shall be cleared for 10 feet around any piece of equipment being welded. In addition, Purchaser shall provide a fire extinguisher of a size and type designed to extinguish a fire in the flammable materials surrounding the spot being welded.

In order to determine the relative humidity, Purchaser shall either (a) provide and maintain weather instruments, that will measure relative humidity, in the area where blasting will occur; or (b) provide communications to obtain weather data from Forest Service.

Explosives shall be stored at all times in a locked box marked "Explosives." Powder and blasting caps shall be stored in separate boxes.

- 6. Storage of Flammables. Gasoline, oil, grease and other highly flammable material shall be stored either in a separate building, or at a site where all debris is cleared within a radius of 25 feet. Storage buildings or sites shall be a minimum distance of 50 feet from other structures. Storage buildings shall be adequately posted to warn of the flammables and to prohibit smoking in or around the building.
- 7. Camp Fire Protection. The grounds around all trailers, buildings, other facilities constructed or placed on or near Sale Area shall be kept free of flammable material for a distance of at least 20 feet from the wall of such structure. Burning of such flammable material shall be as prescribed by Forest Service in writing.

Stovepipes of all wood burning stoves shall be equipped with suitable roof jacks and serviceable spark arresters. Stovepipes shall be no closer than 2 feet from any wood or other flammables unless adequately protected by metal or asbestos shield.

CT8.65# (Option 1) - USE OF TIMBER (01/2004)

- (a) This contract is subject to the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, et seq.).
- (b) Except for none determined pursuant to public hearing to be surplus, unprocessed Included Timber shall not be exported from the United States nor used in direct or indirect substitution for unprocessed timber exported from private lands by Purchaser or any person as defined in the Act (16 USC 620e).
 - (c) Timber in the following form will be considered unprocessed:
- (i) Trees or portions of trees or other roundwood not processed to standards and specifications suitable for end product use;
- (ii) Lumber, construction timbers, or cants intended for remanufacturing not meeting standards defined in the Act (16 USC 620e); and
 - (iii) Aspen or other pulpwood bolts exceeding 100 inches in length.
- (d) Unless otherwise agreed in writing, unprocessed Included Timber shall be delivered to a domestic processing facility and shall not be mixed with logs intended for export.
- (e) Prior to award, during the life of this contract, and for a period of 3 years from Termination Date, Purchaser shall furnish to Forest Service, upon request, records showing the volume and geographic origin of unprocessed timber from private lands exported or sold for export by Purchaser or affiliates.
- (f) Prior to delivering unprocessed Included Timber to another party, Purchaser shall require each buyer, exchangee, or recipient to execute an acceptable agreement that will:
 - (i) Identify the Federal origin of the timber;
 - (ii) Specify domestic processing for the timber involved;
- (iii) Require the execution of such agreements between the parties to any subsequent transactions involving the timber;
- (iv) Require that all hammer brands and/or yellow paint must remain on logs until they are either legally exported or domestically processed, whichever is applicable; and
 - (v) Otherwise comply with the requirements of the Act (16 USC 620d).
- (g) No later than 10 days following the execution of any such agreement between Purchaser and another party, Purchaser shall furnish to Forest Service a copy of each such agreement. Purchaser shall retain, for 3 years from Termination Date, the records of all sales, exchanges, or dispositions of all Included Timber.
- (h) Upon request, all records dealing with origin and disposition of Included Timber shall be made available to Contracting Officer.
- (i) For breach of this Subsection, Forest Service may terminate this contract and take such other action as may be provided by statute or regulation, including the imposition of penalties. When terminated by Forest Service under this Subsection, Forest Service will not be liable for any Claim submitted by Furchaser relating to the termination.